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Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: C & H Transfer/Janitorial, Inc.

File: B-247933

Date: July 20, 1992

Carol Y. Handley for the protester.
Paul Gutierrez for BMW Cleaning Services, an interested party.
Herbert F. Kelley, Jr., Esq., and Maj. Bobby G. Henry Jr., Esq., Department of the Army, for the agency.
Robert C. Arsenoff, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protester's disagreement with agency's evaluation of technical proposals for a custodial services contract does not serve as a basis for finding that the agency acted unreasonably in scoring competing proposals.

DECISION

C & H Transfer/Janitorial, Inc. protests the award of a contract to BMW Cleaning Services under request for proposals (RFP) No. DABT19-91-R-0017, issued by the Department of the Army for custodial services to be performed at Fort Leavenworth, Kansas. The protester contends that its technical proposal was superior to the awardee's and argues that it should have received the award based on its low price.

We deny the protest.

The RFP was issued on September 21, 1991, to prospective offerors in the Small Business Administration's "8(a)" program. Award was to be made to the offeror whose proposal was determined to be most advantageous to the government based on an evaluation of three technical factors which were, in total, ranked "significantly more important" than price. In accordance with the order of importance for the technical factors, proposals were graded on a 1000-point scale as follows:

Management Comprehension of Requirements	500 points
Quality Control (QC)	350 points
Performance Observation Period (POP)	150 points

A total score of between 901 and 1000 points was regarded as outstanding, between 751 and 900 as satisfactory, between 501 and 750 as marginal and below 500 as unsatisfactory.

Four initial proposals were received and, on the basis of the initial technical evaluation, only the protester and the eventual awardee remained in the competitive range. The results of the initial evaluation were as follows:

	C & H	BMW
Management Comprehension	243	453
QC	245	342
POP	79	115
Total Technical	567	910

Price	\$6,185,051	\$7,139,169
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BMW's initial proposal was principally faulted under the least significant technical factor--POP plans--for lack of sufficient work schedule preparation and the need for more specific phaseout plans at the end of the contract. C & H's initial proposal was faulted for 14 deficiencies under the management comprehension factor, including the lack of a sufficient safety plan, 2 deficiencies under the QC factor, including the lack of a comprehensive QC plan, and 3 deficiencies under the POP plans factor, including a lack of sufficient work schedule preparation.

Written discussions were initiated on December 23 and best and final offers (BAFO) were received on January 10, 1992. The evaluation of those BAFOs yielded the following results:

	C & H	BMW
Management Comprehension	321	453
QC	287	342
POP	119	123
Total Technical	721	918

Price	\$6,733,115	\$7,081,879
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BMW's BAFO was not rescored under the management comprehension and QC factors because the firm submitted no new information relating to these areas. With respect to the POP factor, the evaluators noted improvement in the area of phaseout plans; however, they also noted that there was "no improvement in scheduling," a lack of proper work schedules, and that "there are still a number of weak and

deficient areas," including the lack of a clear showing that the firm would be fully ready to begin at the performance commencement date.

C & H's BAFO was rescored under all of the technical factors. With respect to management comprehension, the evaluators noted that the protester had not furnished exact times when custodial tasks were to be completed, had an insufficient safety plan with respect to training and accident prevention, had failed to delineate an interface between its personnel and the government and had failed to sufficiently describe the qualifications of its personnel. With respect to the QC factor, the evaluators noted that the protester had failed to provide QC personnel with authority to direct the correction of deficiencies. Finally, with respect to the POP factor, the evaluators noted that the protester had not correctly prepared work schedules and, thus, had not shown an understanding of the specifications; in addition, the evaluators questioned, as they did with BMW, whether C & H would be ready to assume full responsibility for all custodial operations on the first day of contract performance.

C & H was notified of the award to BMW on March 3 and this protest was filed on March 13. The protester was subsequently debriefed concerning the weaknesses in its proposal on April 2.

Referring generally to the April 2 debriefing and the final evaluation of its own proposal, C & H stresses that the Army found its past performance on custodial services contracts at Fort Leavenworth to be a "strength" and questions how this strength could have resulted in a "marginal" final evaluation score. C & H states that its own comparison of the final evaluation results with the information contained in its BAFO shows that "many statements were not consistent with the information in our proposal." C & H does not point to any specific inconsistency. To the extent that any particular problem is identified, the protester alludes to the evaluators' criticism of its safety training program and states that it "would have established" such a program. Referring to the final evaluation of BMW's proposal, C & H questions how a proposal which continued to contain weaknesses and deficiencies as noted by the evaluators could receive a higher ranking than its own proposal.

It is not the function of this Office to evaluate technical proposals de novo; rather, in reviewing protests against allegedly improper evaluations, we will examine the record to determine whether the agency's judgment was reasonable and consistent with the evaluation criteria listed in the solicitation. PHH Homequity, B-244683, Oct. 7, 1991, 91-2 CPD ¶ 316. A protester's disagreement with the agency's

judgment or its belief that its proposal should have received a higher score is itself not sufficient to establish that the agency's evaluation was unreasonable. Id.

With one exception, C & H has merely asserted, without any substantiation, that its proposal was not properly scored. That exception involves the protester's objection to the Army's criticism of its proposal for lacking a sufficient safety training program. The protester states that it will establish one at some time in the future. Our review of the safety materials submitted with C & H's proposal discloses that they consist of a trade publication which generally suggests what features should be considered in developing a company safety plan. The cited features in no way relate specifically to the requirements set forth in the RFP. Under these circumstances, we simply have no basis for concluding that the Army acted unreasonably in downgrading C & H for the lack of a sufficient safety training program in its proposal.

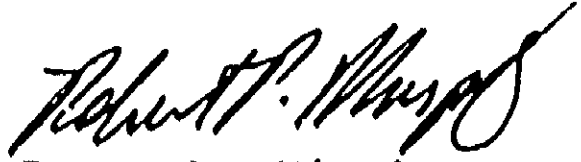
As far as C & H's general objection to the agency's evaluation of its proposal is concerned, we have reviewed the evaluation record and we find no basis for disturbing the agency's judgment regarding the protester's proposal. PHH Homequity, supra. In this regard, the record shows that whatever strengths C & H had based upon its past experience was more than offset in the minds of the evaluators by the significant number of deficiencies which remained especially under the management comprehension factor.

Further, we find no support for C & H's arguments based on the final evaluation of the awardee's proposal. While it is true, as the protester points out, that BMW's proposal was found to have weaknesses and deficiencies, these were only found in the area relating to POP--the least important technical factor. C & H raises no objections to the awardee's significantly higher scores under the two most important technical evaluation areas--management comprehension and QC--which proved to be the critical distinguishing factors between the competing proposals. In addition, we note that both offerors were faulted for essentially the same problem under the POP factor--a lack of properly prepared work schedules which indicated that the beginning of contract performance might be unduly delayed.

Finally, we note that BMW was rated 27.32 percent higher than C & H under the technical evaluation factors set forth in the RFP. The awardee submitted a price which was 5.18 percent higher than the protester's. Since the method of award clause in the RFP stated that technical

considerations would be significantly more important than price in determining the awardee, we find no basis to disturb the Army's decision to award a contract to BMW.

The protest is denied.


James F. Hinchman
General Counsel